

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

JONATHAN BOBNAR,

Plaintiff,

v.

ASTRAZENECA PHARMACEUTICALS LP,

Defendant.

Case No. 1:22-cv-02258-PAB

Judge Pamela A. Barker

PLAINTIFF’S MOTION FOR STATUS CONFERENCE

Now comes Plaintiff Jonathan Bobnar and in accordance with the Court’s Order dated April 1, 2025, hereby requests a status conference to address the parties’ settlement agreement. By way of background, the parties participated in private mediation on January 30, 2025, and reached a settlement, the terms of which were memorialized in a confidential agreement that became effective on February 28, 2025. Defendant has failed to comply with the entirety of its obligations as specified in the Settlement Agreement. Dismissal of Plaintiff’s claims in this case is conditioned upon Defendant’s compliance with the terms of the Agreement.

In a good faith effort to avoid further dispute, Plaintiff has attempted to secure an explanation as to the reason(s) for the delay. But no information has been provided other than a promise to “get back to you as soon as we have a response from our client.”

On March 10, 2025, the undersigned counsel was advised that electronic payments may be easier to process than delivery of paper checks, as specified in the settlement agreement, and Plaintiff’s counsel immediately provided all the information requested. However, on March 28, 2025, counsel received an unsolicited request by Defendant’s “supplier onboarding specialist” to

complete and submit an AstraZeneca “Business Partner Profile USA & Puerto Rico” form. Defense counsel thereafter confirmed the legitimacy of this request. In that form, counsel provided information concerning the “size and diversity classification” of their respective law firms, which was never required in the Agreement. On March 31, 2025, counsel received another email communication from Defendant’s “supplier onboarding specialist” indicating that the completed form failed to specify whether the law firm was certified as a “Hispanic ‘Latin American owned business”, information that is wholly unnecessary under the terms of the Agreement. The receipt of this email implies that there may be other reason(s) for the Defendant’s delay in complying with the terms of the Agreement that remain unknown.

Therefore, Plaintiff respectfully moves the Court for a telephone status conference with the Court, all parties and their counsel regarding Defendant’s breach of the Settlement Agreement and any applicable remedies, including the payment of post settlement interest.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was filed electronically with the Court on April 1, 2025. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. Mail. Parties may access this filing through the Court's system.

/s/ Christopher A. Holecek
Christopher A. Holecek (0040840)